

BILL NO. S-73-04-09

SPECIAL ORDINANCE NO. S- 50-73

AN ORDINANCE approving an agreement with JAY FOX CONSTRUCTION, INC. for construction of Cook Road Feeder Main, Phase I.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The agreement approved March 14, 1973, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and JAY FOX CONSTRUCTION, INC. for installation of a water line, to be constructed and installed as follows:

1465+ feet of 16" D. I. water main, 36+ feet of 12" D. I. water main and 70+ feet of 6" D. I. water main and its appurtenances on the Cook Road from the existing water main, 676.5 feet west of the center line of S. R. 327, eastward a distance of 1465+ feet to Cranberry Road, all as shown on Fort Wayne Water Utility Engineering Department Drawing Y-10449, sheets 1-3.

for a total cost of \$27,560.50, with reimbursement forthcoming as properties tap in, all as more particularly set forth in said Agreement, which is on file in the Office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 4-10-73

Charles W. Talarico
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 4/24/73

Charles W. Talarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-50-73 on the 24th day of April, 1973.

ATTEST: (SEAL)

Charles W. Talarico
CITY CLERK

Winfield C. Moore Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of April, 1973, at the hour of 10:00 o'clock A.-M., E.S.T.

Charles W. Talarico
CITY CLERK

Approved and signed by me this 25th day of April, 1973, at the hour of 4:00 o'clock P.-M., E.S.T.

David A. Lamm
MAYOR

Bill No. S-73-04-09

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving an agreement with JAY FOX CONSTRUCTION, INC. for
construction of Cook Road Feeder Main, Phase I

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Paul M. Burns - Chairman

William T. Hinga - Vice-Chairman

Vivian G. Schmidt

Donald J. Schmidt

Eugene Kraus, Jr.

CONCURRED IN

DATE 4-24-73 CHARLES W. WESTERMAN, CITY CLERK

March 1, 1973

73-XP-2

MATERIAL

FORT WAYNE, INDIANA

FACTORS			Nobis-Westropp Constr.Co.		J. Fox Constr. Co.		Bercot, Inc.		John Dehrer, Inc.	
UNIT	UNIT	MATERIAL	UNIT BID	EXTENSION	UNIT BID	EXTENSION	UNIT BID	EXTENSION	UNIT BID	EXTENSION
465+	Lin. Ft.	16" D. I. Pipe	13.90	20,363.50	12.00	17,580.00	13.13	19,235.45	15.47	22,663.55
36+	Lin. Ft.	12" D. I. Pipe (Restrained)	12.65	455.40	9.75	351.00	11.82	425.52	13.43	483.48
70+	Lin. Ft.	6" D. I. Pipe	7.20	504.00	5.25	367.50	6.81	476.70	7.20	504.00
3		Fire Hydrant Assy Type III	770.00	2,310.00	650.00	1,950.00	779.00	2,337.00	835.67	2,507.01
2		15" Butterfly Valves & ConnectorsW/box	1,300.00	2,600.00	2,000.00	4,000.00	1,404.00	2,808.00	1,340.30	2,680.60
1		12" Gate Valve W/box (Restrained)	330.00	330.00	350.00	350.00	484.00	484.00	364.54	364.54
1		16" x 16" x 6" Tee (Restrained)	306.00	306.00	250.00	250.00	320.00	320.00	337.00	337.00
1		16" x 16" x 12" Tee	314.00	314.00	275.00	275.00	329.00	329.00	351.92	351.92
1		12" M. J. Plug & Blow-off Assy	140.00	140.00	100.00	100.00	152.00	152.00	97.75	97.75
1		15" M. J. Plug & Blow-off Assy	167.00	167.00	150.00	150.00	181.00	181.00	134.50	134.50
80	Lin. Ft.	Concrete Replacement	10.00	800.00	8.00	640.00	11.00	880.00	5.00	400.00
65	Lin. Ft.	Asphalt Replacement	8.00	520.00	6.00	390.00	5.50	357.50	2.20	143.00
15	Lin. Ft.	Driveway Stone Replacement	3.00	45.00	3.00	45.00	5.00	75.00	1.50	22.50
65	Lin. Ft.	Top Soil & Seeding	1.50	2,047.50	.80	1,092.00	.70	955.50	.43	616.25
10	Lin. Ft.	6" Field Tile	4.00	40.00	2.00	20.00	4.00	40.00	3.00	30.00
				</						

AGREEMENT

FOR CONSTRUCTION OF COOK ROAD FEEDER MAIN PHASE I

CONTRACT NO. 73-XP-2

THIS AGREEMENT, made this 14TH day of MARCH 1973, by and between JAY FOX CONSTRUCTION INC., herein called the CONTRACTOR, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called OWNER,

WITNESSETH, that the CONTRACTOR and the OWNER for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

CONTRACTOR shall construct and install and furnish all necessary materials for the installation of 1465+ feet of 16" D. I. water main, 36+ feet of 12" D. I. water main and 70+ feet of 6" D. I. water main and its appurtenances on the Cook Road from the existing water main, 676.5 feet west of the center line of S. R. 327, eastward a distance of 1465+ feet to Cranberry Road, all as shown on Fort Wayne Water Utility Engineering Department Drawing Y-10449, sheets 1-3, and do everything required by the contract documents and this agreement.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced immediately upon notice to proceed and the work shall be completed within sixty (60) consecutive calendar days after receipt of material.

ARTICLE 3. THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract the sum of \$27,560.50. In event the amount of work is increased or decreased by the OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 4. PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided therein, as follows:

On or about the 15th day of each month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the contractor and approved or revised by the Engineering Department of the OWNER, less the aggregate of previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineering Department of the OWNER shall promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the CONTRACTOR.

At the time said payment is due and payable, the CONTRACTOR shall furnish the OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work have been fully paid.

ARTICLE 6. GUARANTEE OF MATERIALS AND WORKMANSHIP

CONTRACTOR guarantees all materials and work against defects for a period of one year after the date of the acceptance of the work.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, Bond and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents:

- A. Instructions to Bidders for Contract No. 73-XP-2.
- B. Contractor's Proposal dated February 28, 1973.
- C. Contractor's Bond
- D. Supplemental Specifications for Cook Road Feeder Main, Phase I, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 73-XP-2, and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10449, Sheets 1-3.
- E. All materials shall be in accordance with Fort Wayne Water Utility, Engineering Department, Water Main Materials Standards, dated June 6, 1963, except as modified in the Supplemental Specifications.

ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 9. INDEMNITY

CONTRACTOR shall indemnify the OWNER against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by it's Mayor and Board of Public Works, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

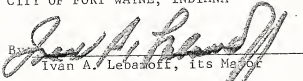
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JAY FOX CONSTRUCTION, INC.

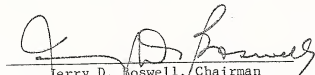
BY: 


CONTRACTOR

CITY OF FORT WAYNE, INDIANA


Ivan A. Lebasoff, its Mayor

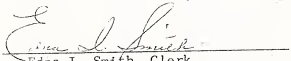
BOARD OF PUBLIC WORKS


Jerry D. Boswell, Chairman



Ronald L. Bonar

William G. Williams
MAR 26 1973

ATTEST:


Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:


~~XXXXXXXXXX~~ John R. Fleck
~~XXXXXXXXXX~~ Associate City Attorney

APPROVED by the Common Council of the City of Fort Wayne on _____,
1973, Special Ordinance No. _____.

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO CITY UTILITIES - WATER WORKS DIVISION

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
JAY FOX CONSTRUCTION CO _____ of _____ Fort Wayne, Indiana
as principal, and Aetna Casualty & Surety of Hartford, Connecticut
as surety, are held and firmly bound unto the State of Indiana, for the benefit
of the City of Fort Wayne, Indiana, in the penal sum of Twenty Seven Thousand
Five Hundred Sixty and.....50/100 Dollars (\$ 27,560.50) for the
Payment of which we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

DATED this 14TH day of MARCH, 1973.

THE condition of this obligation is such that whereas the above named principal
did, on the 14TH day of MARCH, 1973, enter into a contract with
the City of Fort Wayne, Indiana, by the terms of which said principal agreed to
perform everything required to be performed and to provide and furnish at his
sole cost and expense all the labor, tools, materials, expendable equipment,
transportation services, bonds and insurance required to perform and to complete
in a workmanlike manner all the work required in the above mentioned contract
for the sum of Twenty Seven Thousand Five Hundred Sixty and 50/100
Dollars, (\$ 27,560.50) and to remove and replace any defective or
unsuitable materials, equipment or structure at the expense of said principal
which may be apparent or may develop from inferior workmanship or material
within one (1) year from the date of final acceptance of the above described
work, which contract is made a part of this bond the same as set forth herein:
Now, if said principal shall well and faithfully do and perform the things
agreed by him, them, or it, to be done and performed according to the terms
of said contract, and shall pay all lawful claims or indebtedness which may
accrue, by operation of law and otherwise, to any persons, firm or corporation
on account of any labor or service performed or material furnished or service
rendered, in the carrying forward, performing, and completing of said contract;
we agreeing and assenting that this undertaking directly inures to the benefit
of subcontractors, laborers, materialmen and those performing service on
account of or directly in connection with the completion of said contract,
as well as for the obligee herein; then this obligation shall be void, other-
wise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereto,
that any judgment rendered against the City of Fort Wayne, as aforesaid, in
any suits for damage for injury to real or personal property, or for any
injury, sustained by any person growing out of any act or doing of said
contractor, or its agents, employees or workmen in the performance, and also that
any judgment of any court or award of any board of arbitrators or of the State
Industrial Board of the State of Indiana rendered against the City of Fort
Wayne in any suit or claim arising under said Contractor's Employment Act,
of the State of Indiana, now in force, relating to compensation for accidental

injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way effect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 7 day of March, 1973
affixed our signatures and corporate seals to three (3) executed original copies of this Agreement.

YASTE, ZENT & RYE, INC.
Authorized Agents

By: Samuel Shirley

JAY FOX CONSTRUCTION CO.
PRINCIPAL

By: [Signature]
AUTHORIZED AGENT

AETNA CASUALTY & SURETY
SURETY

By: Samuel Shirley
Attorney-in-fact



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Arthur C. Frericks, Donald T. Belbutowski, Leonard Shirley, Gerald A. Dahle or Josephine Stackhouse - -

of Fort Wayne, Indiana, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument (s):
by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto in connection with Bid or Proposal and Final Performance or Payment bonds covering construction contracts on behalf of Jay Fox Construction, Inc. not exceeding the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND (\$1,250,000.00) DOLLARS - and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following provisions of the By-Laws of the Company which provisions are now in full force and effect and are the only applicable provisions of said By-Laws:

ARTICLE IV—Section 8. The President, any Vice President, or any Secretary may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

ARTICLE IV—Section 10. Any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President or a Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 22nd day of November, 1968.

VOTED: That the signature of William O. Bailey, Senior Vice President, or of Andrew H. Anderson, Vice President, or of D. N. Gage, Assistant Vice President, or of Neil H. Pfanstiel, Secretary, or of Benjamin I. Radding, Secretary, or of Curtis K. Shaw, Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Secretary, and its corporate seal to be hereto affixed this 29th day of June, 1971

State of Connecticut } ss. Hartford
County of Hartford }



THE AETNA CASUALTY AND SURETY COMPANY
By Benjamin I. Radding, Secretary

On this 29th day of June, 1971, before me personally came BENJAMIN I. RADDING, Secretary of the AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office under the By-Laws thereof.



Mary J. Kingston
My commission expires March 31, 1975 Notary Public

CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that Article IV—Sections 8 and 10, of the By-Laws of the Company, and the Resolution of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this MAR 7 1973 day of , 19



Benjamin I. Radding, Secretary

DIGEST SHEET

City Utilities
A-73-04-09

TITLE OF ORDINANCE Construction of Cook Road Feeder Main, Phase I

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE The Cook Road Feeder Main is a part of the 1973 Water Expansion Program. Also, the county is planning improvement to Cook Road and water lines need to be in before work begins.

EFFECT OF PASSAGE Makes water service available to more customers.

EFFECT OF NON-PASSAGE Costlier installation after Cook Road improvement by county.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$27,560.50 cost to Utility, but reimbursement will be forthcoming as properties tap in.

ASSIGNED TO COMMITTEE (I.N.) *City Utilities - Wm*

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	<i>A-73-04-09</i>
ORDINANCE NO.	<i>D-50-73</i>
REGULAR SESSION	<i>4-10-73</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Keller</i>
BILL WRITTEN BY	<i>Ed. J. Pustlin-Wash</i>
DATE INTRODUCED	<i>4-10-73</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Burns City Filibuster</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	<i>4-24-73</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/>	COMMITTEE SHEET
<input checked="" type="checkbox"/>	VOTE SHEET
	PURCHASE ORDERS
<input checked="" type="checkbox"/>	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	ZONING MAPS
	<i>agreement -</i>
	ABSTRACTS <i>Top Contractor - Creek Road</i>
	<i>Performance & Security Bond</i>
	TITLES
	<i>Power of attorney</i>
	PRIOR APPROVAL LETTER

Digest Check -

COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	<input checked="" type="checkbox"/>		
HINGA	<input checked="" type="checkbox"/>		
KRAUS	<input checked="" type="checkbox"/>		
MOSES	<input checked="" type="checkbox"/>		
NUCKOLS	<input checked="" type="checkbox"/>		
D. SCHMIDT	<input checked="" type="checkbox"/>		
V. SCHMIDT	<input checked="" type="checkbox"/>		
STIER	<input checked="" type="checkbox"/>		
TALARICO	<input checked="" type="checkbox"/>		

COMMENTS: